

# EXHIBIT C

TERMS, CONDITIONS &amp; PRIVACY POLICY

# GOODYEAR TIRE & RUBBER COMPANY TERMS OF USE

Revised September 10, 2015

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, BROWSING, OR USING THIS WEBSITE, ONLINE SERVICE OR MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE, ALONG WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE, ONLINE SERVICE OR MOBILE APPLICATION.

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## TERMS OF USE

These Terms of Use apply to your access to, and use of, all or part of any website, online service or mobile application of The Goodyear Tire & Rubber Company and/or its subsidiaries and affiliated companies (collectively, "Goodyear"), including goodyear.com, m.goodyear.com, goodyear.ca, fr.goodyear.ca, espanol.goodyear.com, kellytires.com, dunloptires.com, corporate.goodyear.com, goodyearaviation.com, goodyeartrucktires.com, goodyearotr.com, racegoodyear.com, and goodyearrvtires.com and any other website, online service, or mobile application where these Terms of Use are posted or are accessible via hyperlink (collectively, the "Sites").

## GENERAL

Goodyear reserves the right to change or modify these Terms of Use, or any policy or guideline of the Sites, at any time and in its sole discretion. Any modifications will be effective immediately upon posting the revisions to the Sites, and you waive any right you may have to receive specific notice of such modifications. Your continued use of the Sites will confirm your acceptance of such modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of the Sites. If you do not agree to the amended terms, you must stop accessing and using the Sites.

## PRIVACY POLICY

You confirm that you have read our Goodyear Privacy Policy and Online Privacy Policy (collectively, the "Privacy Policies"), the terms of which are incorporated herein, and agree that the terms of the Privacy Policies are reasonable. You consent to the use of your personal information in accordance with the terms of and for the purposes set forth in our Privacy Policies. Please visit the Privacy Policies by clicking on this [link](#).

## CONDUCT

In using the Sites, you are prohibited from any resale or commercial use of the Sites or any Content (as defined below); any collection and use of any product listings, descriptions, or prices; any derivative use of the Sites or any Content; or any use of data mining, robots, or similar data gathering and extraction tools. The Sites or any portion of the Sites may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Goodyear. You may not frame or utilize framing techniques to enclose any trademark, logo, or other intellectual property or proprietary information (including images, text, page layout, or form) of Goodyear or our business affiliates without the express written consent of Goodyear. You may not use any meta tags or any other "hidden text" utilizing Goodyear's name or trademarks without the express written consent of Goodyear. You shall be solely liable for any damages resulting from any infringement of any intellectual property or proprietary right, or any other harm resulting from your unauthorized use of the Sites.

Unless otherwise specified, the Sites are for your personal and non-commercial use. You may display, and subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download, print and copy portions of the material from the different areas of the Sites solely for your own non-commercial use. No rights or licenses to the material or any portion thereof are granted, explicitly or impliedly, and you may not modify, reproduce, distribute, republish, display or transmit any Content without the prior written permission of Goodyear.

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## DIGITAL MILLENNIUM COPYRIGHT ACT

To notify Goodyear of a copyright infringement, contact Goodyear's Copyright Agent pursuant to the Digital Millennium Copyright Act ("DMCA"). Goodyear's designated Copyright Agent to receive notification of claimed infringement is N. Valenziano, 200 Innovation Way, Akron, OH 44316-

0001, [copyright.agent@goodyear.com](mailto:copyright.agent@goodyear.com) (e-mail). Please provide Goodyear's Copyright Agent with the following information in writing (see 17 U.S.C. 512(C)(3)):

- A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed or if multiple copyrighted works at a single online site are covered by the notification, a representative list of such works;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity that you request to be removed;
- Contact information including name, address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement, under the penalty of perjury, that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright allegedly being infringed.

If, in response to necessary notice of an alleged copyright infringement, Goodyear removes your content and you believe that your content is not infringing, or you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in the Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- A description of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement, submitted under penalty of perjury, that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification; and
- Your name, address, telephone number, e-mail address, and a statement that you consent to the jurisdiction of the federal court in Akron, Ohio, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Goodyear may send a copy of the counter-notice to the original complaining party informing that person it may replace the removed content or cease disabling it in ten (10) business days unless the copyright owner files an action seeking a court order against the content provider.

## LINKS TO OTHER WEBSITES AND SERVICES

The Sites may provide links to third-party websites or resources, including links that contain financial or investment information about Goodyear. Goodyear provides third-party links for your convenience only, and is not responsible for the content of any third party websites linked to or from the Sites. Links from the Sites to any third-party website does not mean that Goodyear approves, endorses or recommends that site. Goodyear disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any such third-party website. If you decide to access such third-party websites, you acknowledge that you do so entirely at your own risk.

For the purposes of this section, third-party websites or resources include links to Goodyear independent dealers (the "Dealers"), and Goodyear is not responsible for any of the actions, services, or omissions of the Dealers, including, but not limited to scheduling, quality of services, dealer inventory, dealer price, and any other issues that may result from your transaction with the Dealers.

## **COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS**

Goodyear welcomes your comments, feedback, and other submissions through the Sites. We do not, however, accept confidential or proprietary information. Accordingly, you represent and warrant that all comments, feedback, suggestions, creative materials, information, ideas, notes, drawings, concepts, inventions or other submissions disclosed, submitted, made available or offered to Goodyear using the Sites (collectively, "Data") are accurate, not confidential, and not in violation of any contractual restrictions, or other third party rights. Subject to the Privacy Policies, by making a submission, you grant to Goodyear a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to collect, copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any and all Data without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in this Terms of Use. You agree that you will not provide us with any Data that could allow an individual person to be identified unless there is a field for the provision of such Data.

You may not submit offensive, profane, inappropriate, obscene, defamatory, threatening, unlawful or otherwise objectionable content, or information. Goodyear reserves the right to remove or edit user-generated content, from time to time, but Goodyear does not control or direct users' actions on the Sites and hence will not be responsible for user-generated content or information that may be available on the Sites.

## **DISCLAIMER**

The Sites and all Content, information, services, and products of the Sites are provided on an "as is" basis without warranties of any kind, either express or implied, including, but without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, non-infringement, freedom from computer viruses or other harmful components, and warranties arising from course of dealing or course of performance. Goodyear makes no warranties or representations about the accuracy or completeness of the Content and assumes no liability or responsibility for errors, mistakes or omissions in the Content or personal injury or property damage of any kind arising out of the use of or inability to use the Sites.

You acknowledge, by your use of the Sites, that your use of the Sites is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Sites, and that Goodyear will not be liable for any damages of any kind related to your use of the Sites. Goodyear makes no warranty that (i) the Sites will meet your requirements; (ii) access to the Sites will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Sites will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you;

(iv) the quality of any products, services, information, or other material purchased or obtained by you through the Sites or pursuant to your use of the Sites will meet your expectations; (v) any errors on the Sites will be corrected; or (vi) the Sites or services on which they are hosted are free of viruses or other harmful components.

Some jurisdictions do not allow the disclaimer of certain warranties, so all or a portion of the foregoing disclaimer may not apply to you.

## **LIMITATION OF LIABILITY**

In no event will Goodyear be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, under any contract, negligence, strict liability, tort, or other theory, including but not limited to damages from loss of profits, use, data, or other intangibles, even if Goodyear had been advised of such damages. In particular, and without limitation, Goodyear will not be liable for the damages of any kind resulting from the use of or the inability to use the Sites or from any Content posted on the Sites by Goodyear or anyone else. Goodyear does not represent or endorse the accuracy or reliability of any user-generated content displayed, uploaded, posted on any message board, or otherwise distributed through the Sites and will not be liable for any damages resulting from user-generated content. However, nothing in this paragraph will be interpreted to affect the individual product warranties that are standard for Goodyear products.

Your sole remedy for dissatisfaction with the Sites or the Content is to stop using the Sites. Because some jurisdictions do not allow the exclusion or limitation of liability for certain damages, the above limitations may not apply to you. You agree that use of the Sites is at your sole risk and you shall be solely responsible for any damage to your computer system or loss of data that results from access, browsing, or use of the Sites, or the downloading or use of any materials, data, text or images from the Sites.

## **INDEMNIFICATION**

To the fullest extent permitted by law, you agree to defend, indemnify and hold Goodyear, its affiliates, and their officers, directors, shareholders, agents, employees, successors harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to, a violation by you or your agents of these Terms of Use, your infringement of any third party right, including but not limited to any intellectual property or proprietary right, your use of the Sites or any other person accessing the Sites using your Internet account, or the use of the Sites by any other person accessing the Sites on your behalf or acting as your agent.

## **FORWARD-LOOKING STATEMENTS**

The Sites, and any documents issued by Goodyear and available through the Sites, may contain statements which constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. The words "aims," "anticipates," "believes," "expects," "intends," "plans," "predicts," "projects," or "targets," as well as other words or expressions of similar meaning, are intended to identify forward-looking statements. Forward-

looking statements also include statements or other passages primarily relevant to expected future events or that can only be evaluated by events that will occur in the future. These forward-looking statements are based on the opinions and estimates of management at the time the statements are made and neither represents predictions nor guarantees of future events or circumstances. There are a variety of factors, many of which are beyond Goodyear's control, that affect its operations, performance, business strategy and results and could cause its actual results and experience to differ materially from the assumptions, expectations and objectives expressed in any forward-looking statements. These factors are discussed in Goodyear's filings with the U.S. Securities and Exchange Commission, including Goodyear's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q or Current Reports on Form 8-K. While Goodyear may elect to update forward-looking statements at some point in the future, Goodyear specifically disclaims any obligation to do so, even if its estimates change.

## **APPLICABLE LAWS**

Your use of the Sites will be governed in all respects by the laws of the State of Ohio, USA, without regard to choice of law provisions. You consent and submit to the sole and exclusive jurisdiction by and venue in the courts located in the State of Ohio, one of the United States of America, in any legal proceeding directly or indirectly arising out of or relating to the Sites. By using the Sites, you consent to service of process in accordance with the rules of such courts, irrevocably submit to the jurisdiction of such courts, and waive any objection that you may have to either the jurisdiction or venue of such courts. Furthermore, you hereby irrevocably waive the right to trial by jury. Goodyear's failure to insist upon or enforce strict performance of any provision of these terms and conditions will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any of these terms and conditions. Goodyear may assign its rights and duties under this Terms of Use to any party at any time without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites must be filed within one (1) year after such claim or cause of action arose or be forever barred. Notwithstanding the above, you agree that Goodyear will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Goodyear makes no representation that materials in the Sites are appropriate or available for use in countries outside the USA or Canada and prohibits access from territories where the Content is illegal. Those who choose to access the Sites from locations outside the USA or Canada do so at their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of U.S. export laws and regulations. Any claim relating to the materials will be governed by the substantive laws of the State of Ohio.

In any action against Goodyear arising from the use of the Sites, the prevailing party will be entitled to recover all legal fees and expenses incurred in connection with the action, including but not limited to reasonable attorney's fees and costs.

## **ABILITY TO AGREE TO TERMS OF USE**

The Sites are not targeted towards, nor intended for use by, anyone under the age of 13. If you are



between the ages of 13 and 18, you may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are over the age of 18, you acknowledge that you are fully able and competent to comprehend, understand and enter into the terms, conditions, limitations, obligations, representations and warranties contained in these Terms of Use.

## YOUR ACCOUNT

If you use any Sites, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account and password. Goodyear does not sell products to children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. Goodyear reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

## MISCELLANEOUS

The terms and conditions found in this Terms of Use and in the Privacy Policies set forth the entire understanding and agreement between you and Goodyear with respect to the Sites unless certain services offered through the Sites require your agreement to additional terms and conditions. You acknowledge that any other agreements between you and Goodyear with respect to the Sites are superseded and of no force or effect. If any provision of these Terms of Use is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

**GLOBAL PRIVACY POLICY**



**ONLINE PRIVACY POLICY**



**OUR COMPANY**



**CORPORATE RESPONSIBILITY**

**CAREERS**

**INVESTORS**

**MEDIA**

**OUR BRANDS & PRODUCTS**

**GOODYEAR SUPPLIERS**

**INSURANCE VERIFICATION**

**INTERNATIONAL SITE DIRECTORY**

**SITEMAP**

**TERMS, CONDITIONS & PRIVACY POLICY**

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